

R. Tate Young

Tate Young Law Firm

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February 29, 2016

Via E-Filing

Harris County District Clerk
Civil Service Requests
P.O. Box 4651
Houston, Texas 77210

Re: Cause No. 2016-07823; Franck Placencia, MD and Jennifer Leigh Gardner v Allstate Insurance Company and Terri Nava, aka Terri Preston; In the 133rd District Court Harris County Texas.

Dear Clerk:

Please charge our account for service packets for Defendants Allstate Insurance Company and Terri Nana aka Terri Preston and for applicable copies.

If you need anything else in this regard, please have your staff contact me.

Very Truly Yours,

Debbie Erickson

Debbie Erickson, legal assistant
Tate Young Law Firm

Debbie Erickson

From: MyFileRunner <no-reply@myfilerunner.com>
Sent: Monday, February 8, 2016 1:11 PM
To: legalassistant@tateyounglawfirm.com
Subject: Accepted: Notification of Accepted Filing for Env no. 8995542

Flag Status: Flagged

Dear Debbie Erickson,

The following filing has been Accepted by the Clerk:

Date: 02/08/16 1:11:24 PM

Envelope #: 8995542

Location: Harris District Clerk

Case #: 201607823

Case Name: FRANK PLACENCIA, MD AND JENNIFER LEIGH GARDNER V ALLSTATE INSURANCE COMPANY AND TERRI NAVA, AKA TERRI PRESTON

Filing Type: Plaintiffs' Original Petition and Request for Disclosures

Client Matter: Placencia

Placencia Petition.pdf/CT Civil Process Request Form.pdf/Civil Case Information Sheet.pdf/Civil Process Request Form.pdf

Total Fees: \$278.32

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Sincerely,

MyFileRunner Customer Support Team

6500 River Place Boulevard

Building 7, Suite 250

Austin, TX 78730

Tel: 512-266-7182

Toll Free: 800-908-5110

Email: support@myfilerunner.com

web: www.myfilerunner.com



I, Chris Daniel, District Clerk of Harris
County, Texas certify that this is a true and
correct copy of the original record filed and or
recorded in my office, electronically or hard
copy, as it appears on this date.
Witness my official hand and seal of office
this April 11, 2016

Certified Document Number: 69193177 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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CAUSE NO. _____

**FRANK PLACENCIA, MD and
JENNIFER LEIGH GARDNER**

Plaintiffs

v.

**ALLSTATE INSURANCE COMPANY
and TERRI NAVA, a/k/a/
TERRI PRESTON**

Defendants

§
§
§
§
§
§
§
§
§

**IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS**

JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION AND REQUEST
FOR DISCLOSURES**

Comes now, Frank Placencia, MD and Jennifer Leigh Gardner (the Placencias) and file this their Plaintiffs' Original Petition and Request for Disclosures complaining of Allstate Insurance Company and Terri Nava, a/k/a Terri Preston, and would show as follows:

DISCOVERY

This lawsuit is filed under Rule 190.3 of the Texas Rules of Civil Procedure and Plaintiffs intend to conduct discovery as a Level 2 case. Plaintiffs seek monetary relief in excess of \$100,000.

THE PARTIES

The Placencias are husband and wife and are residents of Harris County, Texas. They are the owners of the real property and improvements thereon located at 5211 S. Braeswood Blvd., Houston, Texas 77096 (the Property)

The defendant Allstate Insurance Company (Allstate) is an insurance company. It may be served by and through its registered agent for service of process: CT Corporation, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

The defendant Terri Nava a/k/a Terri Preston (Nava) is an individual with her principal place of business in Houston, Harris County, Texas. She may be served at her place of business at 12727 Featherwood Street, No. 280, Houston, Texas 77034.

FACTUAL BACKGROUND

This lawsuit arises as a result of the torrential rain that hit Houston over Memorial Day Weekend, 2015. The Placencias have owned and resided in the Property for several years at the time of the damage. They had financed the purchase of the Property through non-party Wells Fargo bank. At all pertinent times to this lawsuit, Nava was acting on her own behalf as well as that of Allstate.

Defendant Nava is a licensed insurance agent for defendant Allstate and have been the Placencias' insurance agent for many years as of the Spring of 2015. As such, the Placencias had purchased various policies from Allstate through Nava including flood, homeowner's, automobile and a personal umbrella policy. They had entrusted Nava and Allstate to recommend and advise them on the most appropriate insurance policy to fit their particular needs. Prior to their moving into the Property, they asked Nava to provide both traditional homeowners' insurance as well as flood insurance (structural and contents). The Placencias obtained a \$250K structural coverage policy as well as coverage for their personal property of \$100K. The lender, Wells Fargo, required a minimum of the \$250K structural coverage since it was the mortgagee on the Property and held a deed of trust lien on the Property.

In late May of 2014, both the contents and structural amounts of the policy were unilaterally reduced to a lower amount, unbeknownst to the Placencias. This, in turn, triggered Wells Fargo purchasing a “gap” policy to raise the structural coverage to at least the minimum of \$250K. When the Placencias discovered this fact, they contacted Nava as to what happened and she told them that the unilateral reduction in coverage was a result of the “Flood Insurance Affordability Act” (Act). As is typical when “gap” insurance is procured by the lender, the premiums are extremely high and are then charged back to the mortgagors (i.e., the Placencias).

The defendants—through Nava--told the Placencias to obtain some new photographs of the Property and an elevation certificate, which they did and sent to her. On August 22, 2014, the defendants informed the Placencias that both the structural and contents coverage had indeed been reduced. On September 12, 2014, Nava informed Dr. Placencia that the maximum coverage (\$250K and \$100K) should be reinstated by October 1, 2014. On the 3rd, Dr. Placencia emailed Nava again to inquire that the \$250/100K amounts of coverage were then in force. She responded that it was still in process and did not inform him that he needed to provide any other information or paperwork. The Placencias naturally assumed they had the full, original coverage of \$250K for structure and \$100K for personal contents.

However, in April, 2015, the Placencias received a second notice from Wells Fargo stating that their flood insurance had lapsed due to non-payment. Dr. Placencia immediately emailed Nava about this latest issue and, on April 16, 2015, she emailed him back and assured him that the flood insurance renewal premium had been paid indicating that the coverage was for the intended \$250K and \$100K amounts. She further wrote that after confirming the policy, she would contact the mortgage company (Wells Fargo) to determine the source of the confusion. Thus, relying upon the

representations of Nava and Allstate, the Placencias naturally believed that their flood insurance for \$250K structure and \$100K contents coverage was in full force and effect.

As a result of the recent flooding over Memorial Day Weekend, 2015, the home on the Property suffered major damage as well as the Placencias' personal effects such as furniture and clothes. When Dr. Placencia contacted Allstate to make a claim, he was informed that there was coverage for only \$23,100 for the home itself and only \$9,200 for the contents. This, of course, shocked the Placencias since it had been represented to them that they had the coverage for \$250K structure and \$100K for contents. They contacted Wells Fargo and were informed that indeed it had bought another "gap" policy for the minimum amounts. On May 27th, Dr. Placencia called Nava to speak with her but could only reach her assistant "Denise". Dr. Placencia explained the situation to Denise and she promised to look into it.

Denise called Dr. Placencia back that afternoon and told him that "we [Allstate/Nava] found the mistake" and that they had an "E and O policy for these situations," meaning that Nava and/or Allstate carry what is commonly referred to as 'malpractice' insurance to cover these types of situations when they or their agents are negligent. When asked by Dr. Placencia if this [malpractice] policy would ensure that they would be covered for the \$250K/\$100K respectively, Denise indicated that yes, it would.

Curiously, Nava called the Placencias the next day, May 28th and told them that the blame was with the underwriters/FEMA/Allstate and to, some degree, with Dr. Placencia. Nava told him that she was working with some sort of "advocate" to try and convince the underwriting personnel that the coverage should be in the larger amounts. Even more curiously, when Dr. Placencia confronted Nava with what her own assistant Denise had told him the day before that the mistake was with Nava's office/Allstate, Nava replied rather curtly that "She should never have said that."

Nava informed the Placencias on May 29th that they should have a final response from underwriting by June 2nd. On that day, Nava called the Placencias and informed them that the underwriting department had made a decision and that neither the \$250K structure nor the \$100K contents coverage would be reinstated. She denied any responsibility in the foregoing events and gave a half-hearted and factually incorrect explanation for what Denise had previously told Dr. Placencia—even though Nava was not even a part of the phone conversation at that time. Clearly, Nava has tried to circle the wagons and failed to accept any responsibility for her and Allstate's conduct.

CAUSES OF ACTION

As a result of the acts and omissions of acts of Nava and Allstate, the Placencias have suffered damages that they would not have incurred if both Nava and Allstate had performed their respective duties to them.

Under §4001.051(b) of the Texas Insurance Code, Nava is an agent of Allstate and, as such, any notice given by the Placencias to her of the claim is deemed notice to Allstate as well.

1. Breach of Duty of Good Faith

The acts and omissions of acts by Allstate and Nava constitute a breach of the duty of good faith. By allowing the \$250K and \$100K coverages to lapse, misrepresenting to the Placencias that those amounts were in force and effect and not taking the proper steps to make sure they were in place constitutes bad faith and subjects both defendants to actual damages as well as extracontractual damages. Under the circumstances of this set of facts, the Placencias also seek exemplary damages as well.

2. Promissory Estoppel

The defendants made representations to the Placencias upon which they reasonably and substantially relied to their detriment. It was certainly foreseeable to the defendants that the Placencias would rely upon the statements and representations that the defendants made. Injustice can only be avoided by enforcing the defendants' representations that the full insurance coverage for both the property and contents were in effect. Plaintiffs sue defendants, jointly and severally, for the resulting damages.

3. Negligent Misrepresentation

The Placencias would show that the defendants represented to them that they had the full coverage for both the property and contents coverage. This representation was made in the course of the defendants' business and in which both defendants had an interest in the transaction. The defendants did not exercise reasonable care or competence when making the representations to the Placencias and the Placencias justifiably relied upon the representations and the defendants' representations proximately caused damages. Thus, the Placencias sue the defendants jointly and severally for their damages.

4. Chapter 541 of the Texas Insurance Code

The conduct of the defendants also constitute a violation of Chapter 541 of the Texas Insurance Code entitling the Placencias to all damages allowed thereunder and thus sues both defendants, jointly and severally, for such violations.

5. Breach of Contract

The Placencias would show that the acts and omissions of acts by defendant Allstate constitutes a breach of contract by failing to obtain and maintain the property and contents policies

in the correct amounts. Such breach has caused damages as set forth below. Placencias sue Allstate for such breach.

6. Violations of the Deceptive Trade Practices Act

The Placencias are “consumers” as that term is defined in §17.45(4) of the Texas Deceptive Trade Practices Act (DTPA) §17.41 *et. seq.* of the Texas Business & Commerce Code. The acts and omission of acts were a producing cause of damages to the Placencias.

The acts and omissions of acts described above constitute violations of §17.46(b)(2),(3),(5)(7). They also violate §17.50(a)(1), (3) and (4). The Placencia's are entitled to recover their economic damages consisting of the out pocket losses they will have to personally bear over and above the lower limits of the actual policy in place, plus reasonable consequential damages. In addition, under §17.50(d), they are also entitled to recover their reasonable and necessary attorneys' fees to date which total \$6,000.00 The total of damages thus far, including attorneys' fees, as follows:

Difference in the \$100K coverage and the actual contents coverage: \$90,800.00

Damages resulting from delays in dealing with two insurance

Companies instead of only one:	10,000.00
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Lost income of Dr. Placencia for not being able to work night shifts

At Texas Children's Hospital: \$1,725/week for 6 weeks:	10,350.00
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Total actual and economic damages:	\$111,150.00
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ATTORNEYS' FEES

Under the Texas Insurance Code, Chapter 38 of the Texas Civil Practice and Remedies Code and §17.50(d) of the DTPA, the Placencias sue for the recovery of their reasonable and necessary attorneys' fees and expenses against the defendants.

EXEMPLARY DAMAGES

The plaintiffs would show that the conduct of the defendants was of such a nature as to warrant the imposition of exemplary damages in the amount not to exceed twice the amount of actual damages.

RULE 194 REQUEST FOR DISCLOSURES

Under Rule 194 of the Texas Rules of Civil Procedure, plaintiffs request that each defendant respond to the items (a) through (l).

WHEREFORE, PREMISES CONSIDERED, plaintiffs Frank Placencia and Jennifer Leigh Gardner pray that the defendants be cited to appear and answer herein, that upon final trial hereof, that the plaintiffs have and recover their actual damages, consequential damages, punitive damages and attorneys' fees from and against both defendants, jointly and severally, that plaintiffs be awarded all pre and post judgment interest at the highest lawful rate and that they have such other and further relief, at law or in equity, to which they may show themselves to be justly entitled.

Respectfully submitted,

/s/ R. Tate Young
R. TATE YOUNG
Tate Young Law Firm
SBN: 22207100
1177 West Loop S, Suite 1600
Houston, Texas 77027
Tel: (713) 626-7112
Fax: (713) 626-7113
Email: tyoung@tateyounglawfirm.com
Counsel for Plaintiffs



I, Chris Daniel, District Clerk of Harris
County, Texas certify that this is a true and
correct copy of the original record filed and or
recorded in my office, electronically or hard
copy, as it appears on this date.
Witness my official hand and seal of office
this April 11, 2016

Certified Document Number: 68891108 Total Pages: 8

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

CIVIL CASE INFORMATION SHEET

2/8/2016 9:00:10 AM
 Cheri Daniel District Clerk
 Harris County
 Envelope No: 8995542
 By: ANDERSON, SARAH A
 Filed: 2/5/2016 3:43:40 PM

CAUSE NUMBER (FOR CLERK USE ONLY): _____

COURT (FOR CLERK USE ONLY): _____

STYLED FRANK PLACENCIA, MD AND JENNIFER LEIGH GARDNER V ALLSTATE INSURANCE COMPANY AND TERRI NAVA, AKA TERRI PRESTON

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: Tate Young Law Firm	Email: tyoung@tateyounglawfirm.com	Plaintiff(s)/Petitioner(s): FRANK PLACENCIA, MD AND JENNIFER LEIGH GARDNER _____ _____ Defendant(s)/Respondent(s): ALLSTATE INSURANCE COMPANY AND TERRI NAVA, AKA TERRI PRESTON _____ _____	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: 1177 West Loop S. Ste 1600	Telephone: 713-626-7112	Additional Parties in Child Support Case:	
City/State/Zip: Houston, TX 77027	Fax: 713-626-7113	Custodial Parent: _____	
Signature: 	State Bar No: 22207100	Non-Custodial Parent: _____	
[Attach additional page as necessary to list all parties]			

2. Indicate case type, or identify the most important issue in the case (select only 1):

Civil			Family Law	
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)
<input checked="" type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: <input type="checkbox"/>	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: _____ <input type="checkbox"/> Motor Vehicle Accident <input checked="" type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order
Employment	Related to Criminal Matters			
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: <input type="checkbox"/>	<input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____			
Tax	Other Family Law			
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____			
Probate & Mental Health				
<input type="checkbox"/> Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			

3. Indicate procedure or remedy, if applicable (may select more than 1):

<input type="checkbox"/> Appeal from Municipal or Justice Court	<input type="checkbox"/> Declaratory Judgment	<input type="checkbox"/> Prejudgment Remedy
<input type="checkbox"/> Arbitration-related	<input type="checkbox"/> Garnishment	<input type="checkbox"/> Protective Order
<input type="checkbox"/> Attachment	<input type="checkbox"/> Interpleader	<input type="checkbox"/> Receiver
<input type="checkbox"/> Bill of Review	<input type="checkbox"/> License	<input type="checkbox"/> Sequestration
<input type="checkbox"/> Certiorari	<input type="checkbox"/> Mandamus	<input type="checkbox"/> Temporary Restraining Order/Injunction
<input type="checkbox"/> Class Action	<input type="checkbox"/> Post-judgment	<input type="checkbox"/> Turnover

4. Indicate damages sought (do not select if it is a family law case):

<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees
<input type="checkbox"/> Less than \$100,000 and non-monetary relief
<input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000
<input type="checkbox"/> Over \$200,000 but not more than \$1,000,000
<input type="checkbox"/> Over \$1,000,000

Rev 2/13



I, Chris Daniel, District Clerk of Harris
County, Texas certify that this is a true and
correct copy of the original record filed and or
recorded in my office, electronically or hard
copy, as it appears on this date.
Witness my official hand and seal of office
this April 11, 2016

Certified Document Number: 68891110 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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CIVIL PROCESS REQUEST FORM

2/8/2016 9:00:10 AM
 Cherie Daniel District Clerk
 Harris County
 Envelope No: 8995542

By: ANDERSON, SARAH A
 Filed: 2/5/2016 3:43:40 PM

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING
 FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: _____

CURRENT COURT: _____

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Original Petition _____

FILE DATE OF MOTION: 2/5/16 _____
 Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Allstate Insurance Company _____

ADDRESS: _____

AGENT, (if applicable): CT Corporation 1999 Bryan Street, Suite 900, Dallas, Texas 75201 _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

- | | |
|---|--|
| <input type="checkbox"/> ATTORNEY PICK-UP | <input type="checkbox"/> CONSTABLE |
| <input type="checkbox"/> CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ | Phone: _____ |
| <input type="checkbox"/> MAIL | <input checked="" type="checkbox"/> CERTIFIED MAIL |
| <input type="checkbox"/> PUBLICATION:
Type of Publication: _____ | <input type="checkbox"/> COURTHOUSE DOOR, or
<input type="checkbox"/> NEWSPAPER OF YOUR CHOICE: _____ |
| <input type="checkbox"/> OTHER, explain _____ | |

ATTENTION: Effective June 1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you,

2. NAME: _____

ADDRESS: _____

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

- | | |
|---|--|
| <input type="checkbox"/> ATTORNEY PICK-UP | <input type="checkbox"/> CONSTABLE |
| <input type="checkbox"/> CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ | Phone: _____ |
| <input type="checkbox"/> MAIL | <input type="checkbox"/> CERTIFIED MAIL |
| <input type="checkbox"/> PUBLICATION:
Type of Publication: _____ | <input type="checkbox"/> COURTHOUSE DOOR, or
<input type="checkbox"/> NEWSPAPER OF YOUR CHOICE: _____ |
| <input type="checkbox"/> OTHER, explain _____ | |

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Tate Young TEXAS BAR NO./ID NO. 22207100 _____

MAILING ADDRESS: 1177 West Loop South Suite 1600 Houston Texas 77027 _____

PHONE NUMBER: 713 _____ 626-7112 _____ FAX NUMBER: 713 _____ 626-7113 _____
 area code phone number area code fax number

EMAIL ADDRESS: tyoung@tateyounglawfirm.com _____

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE. SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

INSTRUMENTS TO BE SERVED:

(Fill In Instrument Sequence Number, i.e. 1st, 2nd, etc.)

ORIGINAL PETITION

- AMENDED PETITION
 SUPPLEMENTAL PETITION

COUNTERCLAIM

- AMENDED COUNTERCLAIM
 SUPPLEMENTAL COUNTERCLAIM

CROSS-ACTION:

- AMENDED CROSS-ACTION
 SUPPLEMENTAL CROSS-ACTION

THIRD-PARTY PETITION:

- AMENDED THIRD-PARTY PETITION
 SUPPLEMENTAL THIRD-PARTY PETITION

INTERVENTION:

- AMENDED INTERVENTION
 SUPPLEMENTAL INTERVENTION

INTERPLEADER

- AMENDED INTERPLEADER
 SUPPLEMENTAL INTERPLEADER

INJUNCTION

MOTION TO MODIFY

SHOW CAUSE ORDER

TEMPORARY RESTRAINING ORDER

BILL OF DISCOVERY:

ORDER TO: _____
(specify)MOTION TO: _____
(specify)PROCESS TYPES:NON WRIT:

- CITATION
 ALIAS CITATION
 PLURIES CITATION
 SECRETARY OF STATE CITATION
 COMMISSIONER OF INSURANCE
 HIGHWAY COMMISSIONER
 CITATION BY PUBLICATION
 NOTICE
 SHORT FORM NOTICE

- PRECEPT (SHOW CAUSE)
 RULE 106 SERVICE

SUBPOENA

WRITS:

- ATTACHMENT (PROPERTY)
 ATTACHMENT (WITNESS)
 ATTACHMENT (PERSON)

CERTIORARI

EXECUTION
 EXECUTION AND ORDER OF SALEGARNISHMENT BEFORE JUDGMENT
 GARNISHMENT AFTER JUDGMENTHABEAS CORPUS
 INJUNCTION
 TEMPORARY RESTRAINING ORDERPROTECTIVE ORDER (FAMILY CODE)
 PROTECTIVE ORDER (CIVIL CODE)POSSESSION (PERSON)
 POSSESSION (PROPERTY)SCIRE FACIAS
 SEQUESTRATION
 SUPERSEDEAS



I, Chris Daniel, District Clerk of Harris
County, Texas certify that this is a true and
correct copy of the original record filed and or
recorded in my office, electronically or hard
copy, as it appears on this date.
Witness my official hand and seal of office
this April 11, 2016

Certified Document Number: 68891109 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: _____ CURRENT COURT: _____

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Original Petition _____

FILE DATE OF MOTION: 2/5/16 _____
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Terri Nava aka Terri Preston _____

ADDRESS: 12727 Fetherwood Street, No. 280, Houston, Texas 77034 _____

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

- | | |
|---|--|
| <input type="checkbox"/> ATTORNEY PICK-UP | <input type="checkbox"/> CONSTABLE |
| <input type="checkbox"/> CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ | Phone: _____ |
| <input type="checkbox"/> MAIL | <input checked="" type="checkbox"/> CERTIFIED MAIL |
| <input type="checkbox"/> PUBLICATION:
Type of Publication: _____ | <input type="checkbox"/> COURTHOUSE DOOR, or
<input type="checkbox"/> NEWSPAPER OF YOUR CHOICE: _____ |
| <input type="checkbox"/> OTHER, explain _____ | |

ATTENTION: Effective June 1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you,

2. NAME: _____

ADDRESS: _____

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

- | | |
|---|--|
| <input type="checkbox"/> ATTORNEY PICK-UP | <input type="checkbox"/> CONSTABLE |
| <input type="checkbox"/> CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ | Phone: _____ |
| <input type="checkbox"/> MAIL | <input type="checkbox"/> CERTIFIED MAIL |
| <input type="checkbox"/> PUBLICATION:
Type of Publication: _____ | <input type="checkbox"/> COURTHOUSE DOOR, or
<input type="checkbox"/> NEWSPAPER OF YOUR CHOICE: _____ |
| <input type="checkbox"/> OTHER, explain _____ | |

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Tate Young TEXAS BAR NO./ID NO. 22207100 _____

MAILING ADDRESS: 1177 West Loop South Suite 1600 Houston Texas 77027 _____

PHONE NUMBER: 713 _____ 626-7112 _____ FAX NUMBER: 713 _____ 626-7113 _____
area code phone number area code fax number

EMAIL ADDRESS: tyoung@tateyounglawfirm.com _____

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE. SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

INSTRUMENTS TO BE SERVED:

(Fill In Instrument Sequence Number, i.e. 1st, 2nd, etc.)

ORIGINAL PETITION

- AMENDED PETITION
 SUPPLEMENTAL PETITION

COUNTERCLAIM

- AMENDED COUNTERCLAIM
 SUPPLEMENTAL COUNTERCLAIM

CROSS-ACTION:

- AMENDED CROSS-ACTION
 SUPPLEMENTAL CROSS-ACTION

THIRD-PARTY PETITION:

- AMENDED THIRD-PARTY PETITION
 SUPPLEMENTAL THIRD-PARTY PETITION

INTERVENTION:

- AMENDED INTERVENTION
 SUPPLEMENTAL INTERVENTION

INTERPLEADER

- AMENDED INTERPLEADER
 SUPPLEMENTAL INTERPLEADER

INJUNCTION**MOTION TO MODIFY****SHOW CAUSE ORDER****TEMPORARY RESTRAINING ORDER****PROCESS TYPES:****NON WRIT:**

- CITATION
 ALIAS CITATION
 PLURIES CITATION
 SECRETARY OF STATE CITATION
 COMMISSIONER OF INSURANCE
 HIGHWAY COMMISSIONER
 CITATION BY PUBLICATION
 NOTICE
 SHORT FORM NOTICE

- PRECEPT (SHOW CAUSE)
 RULE 106 SERVICE

SUBPOENA**WRITS:**

- ATTACHMENT (PROPERTY)
 ATTACHMENT (WITNESS)
 ATTACHMENT (PERSON)

CERTIORARI

- EXECUTION
 EXECUTION AND ORDER OF SALE

- GARNISHMENT BEFORE JUDGMENT
 GARNISHMENT AFTER JUDGMENT

- HABEAS CORPUS
 INJUNCTION
 TEMPORARY RESTRAINING ORDER

- PROTECTIVE ORDER (FAMILY CODE)
 PROTECTIVE ORDER (CIVIL CODE)

- POSSESSION (PERSON)
 POSSESSION (PROPERTY)

- SCIRE FACIAS
 SEQUESTRATION
 SUPERSEDEAS

BILL OF DISCOVERY:

ORDER TO: _____
 (specify)

MOTION TO: _____
 (specify)



I, Chris Daniel, District Clerk of Harris
County, Texas certify that this is a true and
correct copy of the original record filed and or
recorded in my office, electronically or hard
copy, as it appears on this date.
Witness my official hand and seal of office
this April 11, 2016

Certified Document Number: 68891111 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com



CT Corporation

Service of Process

Transmittal

03/28/2016

CT Log Number 528895475

TO: L&R Home Office Intake Unit
Allstate Insurance Company
2775 Sanders Rd # A2W
Northbrook, IL 60062-6110

RE: **Process Served in Texas**

FOR: Allstate Insurance Company (Domestic State: IL)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Frank Placencia, MD and Jennifer Leigh Gardner, Pltfs. vs. Allstate Insurance Company and Terri Nava, etc., Dfts.

DOCUMENT(S) SERVED: Citation, Original Petition, Attachment

COURT/AGENCY: 133rd Judicial District Court, Harris County, TX
Case # 201607823

NATURE OF ACTION: Insurance Litigation - Claim for policy benefits

ON WHOM PROCESS WAS SERVED: C T Corporation System, Dallas, TX

DATE AND HOUR OF SERVICE: By Certified Mail on 03/28/2016 postmarked on 03/15/2016

JURISDICTION SERVED : Texas

APPEARANCE OR ANSWER DUE: By 10:00 a.m. on the Monday next after the expiration of 20 days

ATTORNEY(S) / SENDER(S):
R. Tate Young
Tate Young Law Firm
1177 West Loop South, Suite 1600
Houston, TX 77027
713-626-7112

ACTION ITEMS: CT has retained the current log, Retain Date: 03/29/2016, Expected Purge Date:
04/03/2016

Image SOP

Email Notification, Jessica Tortorello jessica.tortorello@allstate.com

Email Notification, Aspen Sprague aspra@allstate.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan St Ste 900
TELEPHONE: Dallas, TX 75201-3140
214-932-3601

CERTIFIED MAIL

Case 4:16-cv-01000 Document 1-2 Filed in TXSD on 04/13/16 Page 23 of 33



ALAN ROSEN, CONSTABLE
HARRIS COUNTY CONSTABLE,
PRECINCT ONE
1302 PRESTON, SUITE 301
HOUSTON, TEXAS 77002



2013 2250 0002 1074 0420



U.S. POSTAGE » PITNEY BOWES



ZIP 77002 \$ 015.78⁰
02 1W
0001371269 MAR 15 2016

RETURN SERVICE REQUESTED

addressee only, restricted delivery!

ALLSTATE INSURANCE COMPANY
BY SERVING ITS REGIS. AGENT CT CORPORATION
1999 BRYAN STREET SUITE 900
DALLAS, TX 75201

CAUSE# 201607823/1170

PLEASE
DO NOT FORWARD
ADDRESS LISTED ONLY!

75201-3140 COOS

CERTIFIED MAIL BY CONSTABLE

CAUSE NO. 201607823

RECEIPT NO.

75.00

CO1

***** TR # 73222692

PLAINTIFF: PLACENCIA, FRANK MD
vs.
DEFENDANT: ALLSTATE INSURANCE COMPANY

In The 133rd
Judicial District Court
of Harris County, Texas
133RD DISTRICT COURT
Houston, TX

CITATION (CERTIFIED)

Delivery this MAR 15 2016
ALAN ROSEN, Constable
Precinct #1, Harris County

By Re / C 24
Deputy

TO: ALLSTATE INSURANCE COMPANY MAY BE SERVED BY SERVING ITS REGISTERED
AGENT CT CORPORATION
1999 BRYAN STREET SUITE 900 DALLAS TX 75201

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

This instrument was filed on the 5th day of February, 2016, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 3rd day of March, 2016, under my hand and seal of said Court.

Issued at request of:

YOUNG, R. TATE
1177 WEST LOOP SOUTH SUITE 1600
HOUSTON, TX 77027
Tel: (713) 626-7112
Bar No.: 22207100



Chris Daniel
CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)
GENERATED BY: TAYLOR, SHANELLE L 3VT//10324189

CLERK'S RETURN BY MAILING

Came to hand the _____ day of _____, _____, and executed by mailing to Defendant certified mail, return receipt requested, restricted delivery, a true copy of this citation together with an attached copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE to the following addressee at address:

ADDRESS

ADDRESSEE

Service was executed in accordance with Rule 106(a)(2) TRCP, upon the Defendant as evidenced by the return receipt incorporated herein and attached hereto at _____

on _____ day of _____, _____
by U.S. Postal delivery to _____

This citation was not executed for the following reason: _____

CHRIS DANIEL, District Clerk
HARRIS COUNTY, T E X A S

By _____, Deputy



2016-07823 / Court: 133

CAUSE NO.

FRANK PLACENCIA, MD and JENNIFER LEIGH GARDNER

IN THE DISTRICT COURT OF

Plaintiffs

HARRIS COUNTY, TEXAS

v.

**ALLSTATE INSURANCE COMPANY
and TERRI NAVA, a/k/a/
TERRI PRESTON**

JUDICIAL DISTRICT

Defendants

8

**PLAINTIFFS' ORIGINAL PETITION AND REQUEST
FOR DISCLOSURES**

Comes now, Frank Placencia, MD and Jennifer Leigh Gardner (the Placencias) and file this their Plaintiffs' Original Petition and Request for Disclosures complaining of Allstate Insurance Company and Terri Nava, a/k/a Terri Preston, and would show as follows:

DISCOVERY

This lawsuit is filed under Rule 190.3 of the Texas Rules of Civil Procedure and Plaintiffs intend to conduct discovery as a Level 2 case. Plaintiffs seek monetary relief in excess of \$100,000.

THE PARTIES

The Placencias are husband and wife and are residents of Harris County, Texas. They are the owners of the real property and improvements thereon located at 5211 S. Braeswood Blvd., Houston, Texas 77096 (the Property)

The defendant Allstate Insurance Company (Allstate) is an insurance company. It may be served by and through its registered agent for service of process: CT Corporation, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

The defendant Terri Nava a/k/a Terri Preston (Nava) is an individual with her principal place of business in Houston, Harris County, Texas. She may be served at her place of business at 12727 Featherwood Street, No. 280, Houston, Texas 77034.

FACTUAL BACKGROUND

This lawsuit arises as a result of the torrential rain that hit Houston over Memorial Day Weekend, 2015. The Placencias have owned and resided in the Property for several years at the time of the damage. They had financed the purchase of the Property through non-party Wells Fargo bank. At all pertinent times to this lawsuit, Nava was acting on her own behalf as well as that of Allstate.

Defendant Nava is a licensed insurance agent for defendant Allstate and have been the Placencias' insurance agent for many years as of the Spring of 2015. As such, the Placencias had purchased various policies from Allstate through Nava including flood, homeowner's, automobile and a personal umbrella policy. They had entrusted Nava and Allstate to recommend and advise them on the most appropriate insurance policy to fit their particular needs. Prior to their moving into the Property, they asked Nava to provide both traditional homeowners' insurance as well as flood insurance (structural and contents). The Placencias obtained a \$250K structural coverage policy as well as coverage for their personal property of \$100K. The lender, Wells Fargo, required a minimum of the \$250K structural coverage since it was the mortgagee on the Property and held a deed of trust lien on the Property.

In late May of 2014, both the contents and structural amounts of the policy were unilaterally reduced to a lower amount, unbeknownst to the Placencias. This, in turn, triggered Wells Fargo purchasing a “gap” policy to raise the structural coverage to at least the minimum of \$250K. When the Placencias discovered this fact, they contacted Nava as to what happened and she told them that the unilateral reduction in coverage was a result of the “Flood Insurance Affordability Act” (Act). As is typical when “gap” insurance is procured by the lender, the premiums are extremely high and are then charged back to the mortgagors (i.e., the Placencias).

The defendants—through Nava--told the Placencias to obtain some new photographs of the Property and an elevation certificate, which they did and sent to her. On August 22, 2014, the defendants informed the Placencias that both the structural and contents coverage had indeed been reduced. On September 12, 2014, Nava informed Dr. Placencia that the maximum coverage (\$250K and \$100K) should be reinstated by October 1, 2014. On the 3rd, Dr. Placencia emailed Nava again to inquire that the \$250/100K amounts of coverage were then in force. She responded that it was still in process and did not inform him that he needed to provide any other information or paperwork. The Placencias naturally assumed they had the full, original coverage of \$250K for structure and \$100K for personal contents.

However, in April, 2015, the Placencias received a second notice from Wells Fargo stating that their flood insurance had lapsed due to non-payment. Dr. Placencia immediately emailed Nava about this latest issue and, on April 16, 2015, she emailed him back and assured him that the flood insurance renewal premium had been paid indicating that the coverage was for the intended \$250K and \$100K amounts. She further wrote that after confirming the policy, she would contact the mortgage company (Wells Fargo) to determine the source of the confusion. Thus, relying upon the

representations of Nava and Allstate, the Placencias naturally believed that their flood insurance for \$250K structure and \$100K contents coverage was in full force and effect.

As a result of the recent flooding over Memorial Day Weekend, 2015, the home on the Property suffered major damage as well as the Placencias' personal effects such as furniture and clothes. When Dr. Placencia contacted Allstate to make a claim, he was informed that there was coverage for only \$23,100 for the home itself and only \$9,200 for the contents. This, of course, shocked the Placencias since it had been represented to them that they had the coverage for \$250K structure and \$100K for contents. They contacted Wells Fargo and were informed that indeed it had bought another "gap" policy for the minimum amounts. On May 27th, Dr. Placencia called Nava to speak with her but could only reach her assistant "Denise". Dr. Placencia explained the situation to Denise and she promised to look into it.

Denise called Dr. Placencia back that afternoon and told him that "we [Allstate/Nava] found the mistake" and that they had an "E and O policy for these situations," meaning that Nava and/or Allstate carry what is commonly referred to as 'malpractice' insurance to cover these types of situations when they or their agents are negligent. When asked by Dr. Placencia if this [malpractice] policy would ensure that they would be covered for the \$250K/\$100K respectively, Denise indicated that yes, it would.

Curiously, Nava called the Placencias the next day, May 28th and told them that the blame was with the underwriters/FEMA/Allstate and to, some degree, with Dr. Placencia. Nava told him that she was working with some sort of "advocate" to try and convince the underwriting personnel that the coverage should be in the larger amounts. Even more curiously, when Dr. Placencia confronted Nava with what her own assistant Denise had told him the day before that the mistake was with Nava's office/Allstate, Nava replied rather curtly that "She should never have said that."

Nava informed the Placencias on May 29th that they should have a final response from underwriting by June 2nd. On that day, Nava called the Placencias and informed them that the underwriting department had made a decision and that neither the \$250K structure nor the \$100K contents coverage would be reinstated. She denied any responsibility in the foregoing events and gave a half-hearted and factually incorrect explanation for what Denise had previously told Dr. Placencia—even though Nava was not even a part of the phone conversation at that time. Clearly, Nava has tried to circle the wagons and failed to accept any responsibility for her and Allstate's conduct.

CAUSES OF ACTION

As a result of the acts and omissions of acts of Nava and Allstate, the Placencias have suffered damages that they would not have incurred if both Nava and Allstate had performed their respective duties to them.

Under §4001.051(b) of the Texas Insurance Code, Nava is an agent of Allstate and, as such, any notice given by the Placencias to her of the claim is deemed notice to Allstate as well.

1. Breach of Duty of Good Faith

The acts and omissions of acts by Allstate and Nava constitute a breach of the duty of good faith. By allowing the \$250K and \$100K coverages to lapse, misrepresenting to the Placencias that those amounts were in force and effect and not taking the proper steps to make sure they were in place constitutes bad faith and subjects both defendants to actual damages as well as extracontractual damages. Under the circumstances of this set of facts, the Placencias also seek exemplary damages as well.

2. Promissory Estoppel

The defendants made representations to the Placencias upon which they reasonably and substantially relied to their detriment. It was certainly foreseeable to the defendants that the Placencias would rely upon the statements and representations that the defendants made. Injustice can only be avoided by enforcing the defendants' representations that the full insurance coverage for both the property and contents were in effect. Plaintiffs sue defendants, jointly and severally, for the resulting damages.

3. Negligent Misrepresentation

The Placencias would show that the defendants represented to them that they had the full coverage for both the property and contents coverage. This representation was made in the course of the defendants' business and in which both defendants had an interest in the transaction. The defendants did not exercise reasonable care or competence when making the representations to the Placencias and the Placencias justifiably relied upon the representations and the defendants' representations proximately caused damages. Thus, the Placencias sue the defendants jointly and severally for their damages.

4. Chapter 541 of the Texas Insurance Code

The conduct of the defendants also constitute a violation of Chapter 541 of the Texas Insurance Code entitling the Placencias to all damages allowed thereunder and thus sues both defendants, jointly and severally, for such violations.

5. Breach of Contract

The Placencias would show that the acts and omissions of acts by defendant Allstate constitutes a breach of contract by failing to obtain and maintain the property and contents policies

in the correct amounts. Such breach has caused damages as set forth below. Placencias sue Allstate for such breach.

6. Violations of the Deceptive Trade Practices Act

The Placencias are "consumers" as that term is defined in §17.45(4) of the Texas Deceptive Trade Practices Act (DTPA) §17.41 *et. seq.* of the Texas Business & Commerce Code. The acts and omission of acts were a producing cause of damages to the Placencias.

The acts and omissions of acts described above constitute violations of §17.46(b)(2),(3),(5)(7). They also violate §17.50(a)(1), (3) and (4). The Placencia's are entitled to recover their economic damages consisting of the out pocket losses they will have to personally bear over and above the lower limits of the actual policy in place, plus reasonable consequential damages. In addition, under §17.50(d), they are also entitled to recover their reasonable and necessary attorneys' fees to date which total \$6,000.00 The total of damages thus far, including attorneys' fees, as follows:

Difference in the \$100K coverage and the actual contents coverage:	\$90,800.00
Damages resulting from delays in dealing with two insurance	
Companies instead of only one:	10,000.00
Lost income of Dr. Placencia for not being able to work night shifts	
At Texas Children's Hospital: \$1,725/week for 6 weeks:	10,350.00
Total actual and economic damages:	\$111,150.00

ATTORNEYS' FEES

Under the Texas Insurance Code, Chapter 38 of the Texas Civil Practice and Remedies Code and §17.50(d) of the DTPA, the Placencias sue for the recovery of their reasonable and necessary attorneys' fees and expenses against the defendants.

EXEMPLARY DAMAGES

The plaintiffs would show that the conduct of the defendants was of such a nature as to warrant the imposition of exemplary damages in the amount not to exceed twice the amount of actual damages.

RULE 194 REQUEST FOR DISCLOSURES

Under Rule 194 of the Texas Rules of Civil Procedure, plaintiffs request that each defendant respond to the items (a) through (l).

WHEREFORE, PREMISES CONSIDERED, plaintiffs Frank Placencia and Jennifer Leigh Gardner pray that the defendants be cited to appear and answer herein, that upon final trial hereof, that the plaintiffs have and recover their actual damages, consequential damages, punitive damages and attorneys' fees from and against both defendants, jointly and severally, that plaintiffs be awarded all pre and post judgment interest at the highest lawful rate and that they have such other and further relief, at law or in equity, to which they may show themselves to be justly entitled.

Respectfully submitted,

/s/ R. Tate Young
R. TATE YOUNG
Tate Young Law Firm
SBN: 22207100
1177 West Loop S, Suite 1600
Houston, Texas 77027
Tel: (713) 626-7112
Fax: (713) 626-7113
Email: tateyoung@tateyounglawfirm.com
Counsel for Plaintiffs



I, Chris Daniel, District Clerk of Harris
County, Texas certify that this is a true and
correct copy of the original record filed and or
recorded in my office, electronically or hard
copy, as it appears on this date.
Witness my official hand and seal of office
this March 3, 2016

Certified Document Number: 68891108

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com